

AGREEMENT

BETWEEN THE

LOWER TOWNSHIP ADMINISTRATORS' ASSOCIATION

AND

LOWER TOWNSHIP BOARD OF EDUCATION

JULY 1, 2015 - JUNE 30, 2018

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ARTICLE I
RECOGNITION

A. UNIT MEMBERSHIP

In accordance with Chapter 123, Public Laws of 1974, the Lower Township Board of Education (the "Board") hereby recognizes the Lower Township Administrators' Association (the "Association") as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for administrative personnel in the Lower Township Elementary School District (the "District"). The members of this unit are the Elementary School Principals of the Sandman Consolidated School, the Maud Abrams School, the Carl Mitnick School and the David Douglass Veterans Memorial School.

B. DEFINITIONS

Unless otherwise indicated, the term "Agreement," when used hereinafter in this document, shall refer to this collectively bargained/negotiated agreement between the Board and the Association.

Unless otherwise indicated, the term "Administrator", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined. References to males shall include female and the singular shall also apply to the plural.

ARTICLE II
NEGOTIATION PROCEDURE

A. DEADLINE DATES

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974 in a good faith effort to reach agreement on all matters concerning the terms and conditions of the Administrators' employment.

Negotiations shall begin no later than one hundred twenty (120) days prior to the final notification of the budget by the Board or November 15, whichever is sooner, and no earlier than October 15 of the calendar year preceding the calendar year in which the Agreement expires. These dates may be changed upon mutual agreement of the parties in writing.

B. NEGOTIATION TEAM AUTHORITY

Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. All matters proposed, considered or counter proposals made are subject to the approval of the Association and the Board.

C. MAINTAINING CURRENT BENEFITS

Except as this Agreement shall hereinafter otherwise provide, all existing terms and conditions of employment are applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any Administrators' benefits existing prior to its effective date.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITION

The term "Grievance" means a complaint or claims that there has been an improper application, interpretation or violation of any term or provision of this Agreement, administrative decisions, board policy or state statute affecting a member of the Association or group of members of the Association. The term "Grievant" shall mean (a) an individual Administrator, (b) a group of Administrators having the same Grievance, and/or (c) the Association.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the Administrators. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. Filing a Grievance

A Grievance may be filed by an individual Administrator, a group of Administrators or by the Association, either in its own name or as the representative of a group or class whose individual signatures shall not be necessary. Any Grievance must be lodged at the proper initiating level within ten (10) working days of the happening of an event.

2. Failure to Communicate a Decision

Failure at any step to communicate the decision on a Grievance by the Board and/or its designee within the specified time limitations set forth below shall constitute acceptance of a Grievance as sustained. Failure to appeal an answer, which is unsatisfactory within the specified time limitations set forth below, shall be deemed to constitute an acceptance of such response as possible.

3. Informal Attempt to Resolve a Complaint

An Administrator who has a complaint shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally. However, if the complainant is the Association, the initial discussion shall be at the level of the Lower Township Superintendent of Schools (the "Superintendent"); and, in such event, if the problem is

not resolved to the satisfaction of the Association within ten (10) working days after the conclusion of the discussion, the procedures prescribed in the subsections of this section shall become applicable.

4. Level One – Immediate Supervisor

If, as a result of the discussion, the matter is not resolved to the satisfaction of the Grievant within five (5) working days, he shall set forth his Grievance in writing to his immediate supervisor, specifying:

- a. The nature of the Grievance, including specific reference to the this Agreement, administrative decisions, board policy or state statute affecting the terms and conditions of employment of the Grievant, and the date of its occurrence;
- b. The nature and extent of the injury, loss or inconvenience;
- c. The result of the previous discussion;
- d. His dissatisfaction with decisions previously rendered; and
- e. The relief requested.

The immediate supervisor shall communicate his decision to the Grievant in writing within five (5) working days of receipt of the written Level One Grievance.

5. Level Two – Superintendent of Schools

The Grievant, no later than five (5) working days after receipt of the immediate supervisor's decision, may appeal this decision to the Superintendent. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the immediate supervisor and the Grievant's dissatisfaction with the decisions previously rendered, as specified above. The Superintendent shall communicate his decision in writing to the Grievant and the immediate supervisor within ten (10) working days of receipt of the written Level Two Grievance.

6. Level Three – Board of Education

If the Grievance is not resolved to the Grievant's satisfaction, he, no later than five (5) working days after the receipt of the Superintendent's decision, may request a review by the Board. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the Grievance and shall, at the option of the Board, hold a hearing with the Grievant and render a decision in writing within twenty-five (25) working days of receipt of the Grievance by the Board.

7. Level Four – Arbitration

If the decision of the Board does not resolve the Grievance to the satisfaction of the Grievant notice of intention to proceed to arbitration shall be given to the Board through the Superintendent, within ten (10) working days after the receipt of the decision, which is being appealed.

The Grievance not resolved by timely resort to the foregoing procedure shall be subject to arbitration initiated and conducted under the rules of the NJ Public Employee Relations Commission.

The arbitrator shall limit himself to the issues submitted to him. He can add nothing to nor subtract from the Agreement between parties or any policy of the Board. The opinion and decision shall be final and binding. Only the Board, the Grievant and appropriate officials of the Association shall be given copies of the arbitrator's opinion and decision. This shall be given within twenty (20) working days of the completion of the arbitrator's hearings.

8. Right to Representation

Rights of Grievants to representation shall be as follows:

Any Grievant may be represented at all stages of the Grievance procedure by himself, or, at his option, by a representative(s) and/or an attorney selected and approved by the Association.

When a Grievant is not represented by the Association in the processing of a Grievance, the Association President shall be notified by the Grievant at the time of submission of the Grievance to the Superintendent, or at any later level, that the Grievance is in process. The Association shall have the right to be present and present its position in writing at all hearing sessions held concerning the Grievance, and shall receive a copy of all decisions rendered.

The Board and the Association shall assure the individual non-represented Grievant freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his personal Grievances.

9. Separate Grievance File

All documents, communications and records, which result from the processing of a Grievance, shall be placed in a separate Grievance file and shall not be kept in the personnel file of any of the participants.

10. Meeting and Hearings

No meeting or hearing conducted under this procedure shall be public. The only parties in attendance shall be the parties designated or selected representatives contemplated in this article.

11. Costs

The fees and expenses of the arbitrator are the only costs associated with the Grievance process above which will be shared by the two parties, and such costs will be shared equally. Any other costs shall be borne by the party incurring them.

Where, however, the Grievant elects to proceed without the Association's concurrence, the costs shall not be borne nor shared by the Association.

Time lost by any Grievant and/or his representative(s) due to arbitration proceedings shall not be charged to personal time nor shall there be any loss in pay.

ARTICLE IV

RIGHTS AND RESPONSIBILITIES

A. RIGHTS AND PROTECTION IN REPRESENTATION

Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every Administrator shall have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a fully elected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States: that it shall not discriminate against any Administrator with respect to hours, wages, or any terms or conditions of employment by reason of its membership in the Association; its participation in any activities of the Association; collective negotiations with the Board; or its institution of any Grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict to any Administrator such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to Administrators hereunder shall be deemed to be in addition to those provided elsewhere.

C. JUST CAUSE PROVISION

No Administrators shall be disciplined, reduced in rank or compensation or deprived of any professional advantage without just cause, as defined in N.J.S.A. 18A:28-3. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the Grievance procedure and limitation as set forth in Article III.

D. REQUIRED MEETINGS OR HEARINGS.

Whenever any Administrator is required to appear before the Superintendent, Board or any committee or member concerning any matter that may adversely affect the status of his employment, he shall be given 48 hours prior written notice of the reasons for such meeting or interview and shall have a representative(s) of the Association and/or attorney present to advise him and represent him during such meeting or interview. Any suspension shall be in accordance with provisions of N.J.S.A. 18A:25-6 and shall be by the appropriate authority. The Association shall have the right to be present to protect the interests not only of the individual involved, but also of the organization as the bargaining representative exclusively recognized.

E. CRITICISM OF SUPERVISORY EMPLOYEES

Any criticism by a supervisor or Board member of an Administrator shall be made in confidence and not in the presence of teachers, parents, and students or at a public gathering.

Any complaints regarding an Administrator made to a supervisor or Board member must be made in writing. The Administrator shall be given an opportunity to respond to and/or rebut such complaint and shall have the right to be represented by the Association or legal counsel at any meetings or conferences regarding such complaint.

F. ORGANIZATION

All matters that could affect the operations of the school system or individual buildings within the system shall only be dealt with through the established chain of command.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. INFORMATION

The Board agrees to furnish to the Association, in response to requests from time to time, all available information concerning the financial resources of the District, including but not limited to: tentative budgetary requirements, all allocations, agenda and minutes of all Board meetings, census data, names and addresses of all employees and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with information which may be necessary for the Association to process any grievance or complaint.

B. RELEASE TIME FOR MEETINGS

Whenever any member of the Association is mutually scheduled by the parties to participate during working hours in negotiations, Grievance proceedings, conferences or meetings, he shall suffer no loss in pay and/or benefits.

C. USE OF SCHOOL BUILDINGS

Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations or the Administrator's job responsibilities and/or duties.

D. USE OF SCHOOL EQUIPMENT

The Association shall have the right to use school facilities, and equipment, including computers, copier machines, calculating machines and all types of audiovisual/technology equipment at reasonable times for Association business, when such equipment is not otherwise in use.

E. EXCLUSIVE RIGHTS

The rights and privileges of the Association and its members as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the Administrators, as defined in the unit, and to no other organization.

ARTICLE VI

EVALUATION

A. RIGHTS TO FULL KNOWLEDGE

The Board and the Superintendent subscribe to the principle that an employee has the right to full knowledge regarding the judgment of his/her superiors regarding the effectiveness of his/her performance and that, further he/she is entitled to receive such recommendations that will assist him/her in increasing the effectiveness of his/her performance.

B. FREQUENCY OF REVIEW

The Superintendent shall establish supervisory procedures that will guarantee a minimum of three (3) written evaluations per year for each non-tenured Administrator. The first written evaluation shall be no later than December 1. The second written evaluation shall be no later than February 1, and the third no later than March 1. The process shall be in accordance with provisions of N.J.A.C. 6:3-1.19.

C. EVALUATION PROCEDURES

1. Copies of Reports

No written evaluation may become part of an Administrator's personnel file without the Administrator's signature. Such signature shall indicated receipt only and not necessarily agreement with the document. Further, each Administrator shall receive a copy of each written evaluation as soon as possible.

2. Right of Employee to Respond

A conference shall be arranged between the evaluator and the Administrator, as soon as possible after receipt of the written evaluation by the Administrator. The Administrator entitled to have his response to the evaluation heard and appended to the evaluation report.

3. Notice of Contract Renewal

Each Administrator shall receive written notice, prior to April 30 of each year, whether or not the Superintendent intends to recommend a renewal of the Administrator's contract for the ensuing year.

4. Evaluative Material

Any matter originating from sources other than the Superintendent, which could negatively effect the evaluation of an Administrator, shall first be brought to the

Administrator's attention, with specific details, prior to inclusion in any evaluation or personnel file. The Administrator shall have the opportunity to respond in writing if he so desires.

ARTICLE VII

ADMINISTRATIVE STAFFING

A. MAINTENANCE OF BENEFITS

Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to Administrators covered by this Agreement shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any Administrator benefit existing prior to its effective date.

B. MODIFICATION

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

C. BOARD POLICY BENEFITS

It is agreed, with respect to those items contained under present and past practice, that the Association will not be given less than those provisions afforded the other professional employees of this system through Board policy.

D. PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

In our rapidly changing society, Administrators must constantly review curricular content, teaching methods and materials, educational philosophies and goals, social changes and other topics related to education.

The Board recognizes that it shares with its professional staff responsibilities for the upgrading and updating of performance and attitudes. The Board and the Association support the principle of continuing training and the improvement of instruction and administration. Any attendance must be approved in advance by the Superintendent.

ARTICLE VIII

LEAVES OF ABSENCE

A. SICK LEAVE

1. Accumulative

Administrators shall be entitled to fifteen (15) days sick leave per year. Unused days of sick leave shall be accumulated from year to year.

2. Retirement or Termination of Employment

Any current Administrator retiring from the District after five (5) years of service shall receive nine-tenths of his per diem rate of salary of his last year of employment for each day of unused sick leave, not to exceed the number of unused sick leave days which the Administrator had accumulated as of June 30, 2012. Any Administrator who is hired after the effective date of this Agreement, and who retires from the District after five (5) years of service as and Administrator shall receive nine-tenths of his per diem rate of salary of his last year of employment for each day of unused sick leave, in an amount not to exceed sapped amounts provided for by applicable law.

3. Sell Back Sick Time

Any tenured Administrator may sell back accumulated sick time to the Board of Education at the time of their retirement, as per Federal IRS regulations and applicable New Jersey law and regulations.

ARTICLE IX

VACATION

A. TIME ALLOTTED

All twelve (12) month Administrators covered by this Agreement shall be entitled to twenty (20) vacation days annually.

B. BANKING TIME

An Administrator may carry over a maximum of twenty (20) days of accrued vacation time and may use it at his/her discretion with the approval of the Superintendent. No more than one year's worth of vacation time may be carried forward or accrued.

C. SEPARATION FROM SERVICE

1. An Administrator who dies before his contract period is complete shall have payment for all accumulated leave given to his estate consistent with applicable law.

2. An Administrator who resigns with proper notice, or retires during the contract year, shall receive cash payment for his accumulated vacation days.

ARTICLE X

PROFESSIONAL DEVELOPMENT

A. PROFESSIONAL DUES

The Board recognizes the value of professional organizations and agrees to pay the dues for Administrators who join three (3) professional organizations at the state and national levels.

B. PETTY CASH REIMBURSEMENT (\$100.00 @ MONTH)

Each Administrator shall have budgeted One Hundred Dollars (\$100.00) per month for expenses related to Administrative costs. Requests for reimbursement shall be made monthly with receipts attached and must be in accordance with district policy, procedures and expenses allowable by law.

C. ADVANCED DEGREE STATUS

1. An Administrator with proof of graduate course credits beyond their master degree will receive the following stipend. Documentation will be maintained in the personnel file and payroll file with submission needed only if someone is moving to another level. The stipend will be paid in June of each school year.

Masters + 15 – \$500.00

Masters + 30 – \$750.00

Masters + 45 – \$1,000.00

Doctorate - \$1,500.00

ARTICLE XI

INSURANCE PROTECTION

A. INSURANCE

The Board shall provide insurance benefits (“Benefits”) to the Administrators, which includes the same medical, prescription drug, and dental coverage provided to teaching staff and other employee groups in the District, where Administrators elect to receive and are eligible for such protection.

B. FLEXIBLE SPENDING ACCOUNT

Consistent with applicable law and regulations, the Board shall offer a flexible spending account plan (“FSA Plan”) for participation by all Administrators. The terms and conditions of the FSA Plan will be determined by the designated FSA Plan administrator/provider.

C. COST/CONTRIBUTION

Consistent with applicable law and regulations, Administrators who are eligible for and elect to receive Benefits shall contribute toward the cost of the premium for such Benefits as required by law. Consistent with applicable law and regulations, the Board will pay

for the remainder of the cost of the premium for such Benefits as allowed under a Benefits plan or its equivalent.

ARTICLE XII

PROTECTION OF EMPLOYEE AND PROPERTY

A. UNSAFE AND HAZARDOUS CONDITIONS

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety or well being.

B. ASSAULT

1. Legal Assistance

The Board shall give full support, including legal and other assistance, for any assault upon the Administrator while acting in the discharge of his duties.

2. Leave

Consistent with applicable law, when absence arises from such assault or injury, the Administrator shall be entitled to full salary and to other benefits for the period of such absence but shall not forfeit any sick leave or personal leave. The Board reserves the right to have the Administrator examined by a physician of its choice, at the Board's expense.

3. Reimbursement for Personal Property Damage

The Board shall reimburse Administrators for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by an Administrator acting in the discharge of his duties within the scope of his employment. The Board reserves the right to inspect such damage in an expeditious manner to verify the reasonable reimbursement cost.

4. Medical

The Board shall reimburse an Administrator for the cost of medical, surgical, or hospital services which are necessary outside of Board provided insurance coverage incurred as the result of an Administrator's injury sustained in the course of his employment.

5. Workmen's Compensation

Benefits derived under this or subsequent Agreements may continue beyond the period of any Workmen's Compensation until the complete recovery of any employee or full disability retirement determination is made by the New Jersey Teachers' Pension & Annuity Fund when absence arises out of or from assault or injury. The Board reserves the right to have the Administrator examined by the Board's physician at Board expense and to provide a copy of any such report to the Administrator.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

A. LONGEVITY PAY

The parties acknowledge and agree that longevity pay shall not increase based on years of service. Current Administrators, who receive longevity pay, shall be increased by 1.5% in the first year of this agreement and no increase for the second and third year of this contract. Administrators who are hired and begin working after 6/30/12 shall not be eligible to receive longevity pay.

B. USE OF AUTOMOBILE

1. All members of the Association who may be required to use their own automobile in the performance of their official District duties shall be reimbursed in accordance with applicable law, regulation and NJOMB.

2. The Board of Education shall provide liability insurance coverage to the Administrator whenever he must use his automobile in the discharge of his duties.

C. PRINTING AND DISTRIBUTION

The School District will, at its own expense, print sufficient copies of this Agreement for present and new employees.

D. NOTICE

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so, in writing, at the following addresses:

1. If by Association to the Board at: 905 Seashore Road, Cape May, NJ 08204.

2. If by Board to the Association at: Attn: President, Lower Township Administrators' Association, 905 Seashore Road, Cape May, NJ 08204.

ARTICLE XIV

LEGALITY OF AGREEMENT

In the event that any portion of this contract shall be deemed to be in violation of the law, the remainder of the contract shall remain in full force and effect.

ARTICLE XV

ADMINISTRATIVE SALARY GUIDE

The annual salary increase for each year of this Agreement contract for each Administrator shall be as listed on the three year salary guide.

ARTICLE XVI

DURATION OF AGREEMENT

This Agreement shall become effective July 1, 2015 and shall continue in effect until June 30, 2018.

IN WITNESS THEREOF, the parties have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries this _____ of _____, 2015.

LOWER TOWNSHIP ADMINISTRATORS' ASSOCIATION

BY: _____

Sherry Bosch, President

BY: _____

Jeff Samaniego, Secretary

LOWER TOWNSHIP BOARD OF EDUCATION

BY: _____

James Rochford, President

BY: _____

Frank Onorato, Secretary

ADMINISTRATIVE SALARY GUIDE
2015 - 2018

2015-16	Base	Longevity	Total
Bosch	129,048	11,615	140,663
Cathcart	92,000	0	92,000
LaBov	129,048	7,742	136,791
Samaniego	94,095	0	94,095
2016-17	Base	Longevity	Total
Bosch	129,048	11,615	140,663
Cathcart	94,300	0	94,300
LaBov	129,048	7,742	136,791
Samaniego	96,447	0	96,447
2017-2018	Base	Longevity	Total
Bosch	129,048	11,615	140,663
Cathcart	96,658	0	96,658
LaBov	129,048	7,742	136,791
Samaniego	98,858	0	98,858